

FO:LEIB A. LURIE COMPANY:623 S CLAY ST STE 200

TRADEMARK ASSIGNMENT

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900197605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT		
EFFECTIVE DATE:	03/01/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Cullen		03/01/2008	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	MYTEAM 1, LLC , CORPORATION OF OHIO		
Street Address:	726 Grant Street		
City:	Troy		
State/Country:	OHIO		
Postal Code:	45373		
Entity Type:	CORPORATION: - OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2923350	PARENT BROADCAST	
CORRESPONDENCE DATA			
Fax Number:	(937)335-3887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9373353336		
Email:	leib.lurie@onecallnow.com		
Correspondent Name:	Leib A. Lurie		
Address Line 1:	623 S Clay St STE 200		
Address Line 4:	Troy, OHIO 45373-4045		
NAME OF SUBMITTER:	Leib A. Lurie		
Signature:	/Leib A. Lurie/		
Date:	07/21/2011		
Total Attachments: 2 source=GSBA_SummerConferenceAd2011 (2)#page1.tif source=CES_Slick2011-0325FINAL#page1.tif			

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REEL: 004591 FRAME: 0489

CORRESPONDENCE DATA

Fax Number: (937)335-3887
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9373353336
Email: leib.lurie@onecallnow.com
Correspondent Name: Leib A. Lurie
Address Line 1: 623 S Clay St STE 200
Address Line 4: Troy, OHIO 45373-4045

NAME OF SUBMITTER:

Leib A. Lurie

Signature:

/Leib A. Lurie/

Date:

07/21/2011

Total Attachments: 2

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RECEIPT INFORMATION

ETAS ID: TM208954
Receipt Date: 07/21/2011
Fee Amount: \$40

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ASSET PURCHASE & CONSULTING AGREEMENT

THIS ASSET PURCHASE & CONSULTING AGREEMENT ("Agreement") is dated as of _____, 2008, to be effective as of the Closing Date, by and between **ParentBroadcast, Inc.**, an Ohio corporation, as the selling corporation ("Company"), **David M. Cullen**, as the sole shareholder of Company ("Cullen"), (collectively Company and Cullen shall be "Seller"), and **MyTeam1, LLC**, an Ohio limited liability company, as purchaser ("Purchaser").

RECITALS

Company, which is owned entirely by Cullen, operates a business involved in providing mass telephone notification services (the "Business") and Purchaser wishes to purchase certain assets and contracts, existing between Company and its clients, related to and used to conduct the Business.

Cullen agrees to assist Purchaser in the transition of such assets and contracts to Purchaser and to continue working with Purchaser as a sales consultant after the Closing Date pursuant to the terms of this Agreement.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SALE OF ASSETS.

1.1 Assets to be Sold. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing and effective as of the Closing Date, Seller shall sell, convey, assign, transfer, and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, free and clear of any liens, claims and encumbrances other than the Permitted Encumbrances, all right, title, and interest in and to the following assets which relate to the Business, as they exist on the Closing Date ("Purchased Assets"):

(a) Records. All information, files, records, lists, data, recorded knowledge, telephone numbers (including, but not limited to, all 800 numbers used in the conduct of the Business), facsimile numbers, addresses, websites (including, but not limited to Seller's domain name), and internet addresses which pertain to Seller, its customers, vendors, suppliers and service providers, operating guides and manuals, financial and accounting records, personnel records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records;

(b) Agreements and Contracts. All rights under the customer contracts (including, but not limited to all current customer contracts sold and supported by Seller), customer agreements, purchase options, customer orders, purchase orders, plans, instruments, and documents, and commitments. Seller and Purchaser shall work cooperatively to transition, on a mutually acceptable time schedule between the Closing Date and June 30, 2008, all service contracts or customer contracts between Seller and its clients so that Purchaser may begin to provide calls and services to such clients;

(c) Intangible Assets. All rights, title and interest in and to all of the intangible assets of Seller, including, without limitation, all registered and unregistered trademarks and service marks; copyrights; patents and patentable works, processes and methods; trade names; net names; trade secrets; software (including the source code, object code, and all related documentation); licenses and license rights; and all goodwill associated therewith, including, but not limited to, rights to the name "ParentBroadcast";

(d) Certificates, Licenses and Permits. All Authorizations (as defined in Section 2.11) including, without limitation, those set forth in Schedule 2.11, if completed, to the extent assignable by Seller;

1.2 Excluded Assets. Seller shall not transfer any assets except as specifically set forth in Section 1.1.

1.3 Seller Liabilities. As of the Closing Date, Purchaser shall assume responsibility for the performance and satisfaction of obligations arising after the Closing Date under the agreements and contracts identified in Section

1.1(b) ("Assumed Liabilities"). Excluding the Assumed Liabilities, Purchaser is assuming no liabilities of Seller whatsoever, whether accrued, absolute, contingent, known or unknown, or otherwise, and excluding the Assumed Liabilities, Seller shall retain all of their respective liabilities and obligations arising or alleged to arise from, in connection with or resulting from the ownership and operation of Company, the Purchased Assets, or any other assets of Seller prior to the Closing Date ("Retained Liabilities").

1.4 Purchase Price and Payment.

(a) The consideration for the Acquired Assets and all other agreements of Seller, including, but not limited to, those identified in Sections 11 and 12, shall be as set forth in Schedule 1.4(a) (the "Pricing Terms").

(b) Seller shall pay any taxes levied on the transfer of property hereunder.

(c) Purchaser shall allocate the Purchase Price among the Purchased Assets and consulting payments, which shall be used for tax reporting purposes, and Purchaser shall advise Seller of the allocation and all parties shall be bound for all purposes by the allocation.

2. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller, jointly and severally, hereby represents and warrants to Purchaser, as follows:

2.1 Corporate Existence and Purchased Assets. Company is a corporation duly organized, validly existing and in full force and effect under the laws of the state of _____. Company is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the failure to qualify would be materially adverse to Company or the Purchased Assets.

2.2 Corporate Power; Authorization; Enforceable Obligations. Company has the power, authority and legal right to execute, deliver and perform this Agreement. Seller has the authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Company has been duly authorized by all necessary company and shareholder action.

2.3 Validity of Contemplated Transactions. The execution, delivery and performance of this Agreement by Seller does not and will not violate, conflict with or result in the breach of any term, condition or provision of, or require the consent of any other person under (a) any existing law, ordinance, or governmental rule or regulation to which Seller is subject, (b) any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority which is applicable to Seller, (c) the articles of organization or bylaws of Company or any securities issued by Company, or (d) any mortgage, indenture, agreement, contract, commitment, lease, plan, Authorization (hereinafter defined in Section 2.11), or other instrument, document or understanding, oral or written, to which Seller is a party, by which Seller may have rights or by which any of the Purchased Assets may be bound or affected, or give any party with rights thereunder the right to terminate, modify, accelerate or otherwise change the existing rights or obligations of Seller thereunder. Except as aforesaid, no Authorization, approval or consent of, and no registration or filing with, any governmental or regulatory official, body or authority is required in connection with the execution, delivery or performance of this Agreement by Seller.

2.4 Absence of Undisclosed Liabilities. Seller has no liabilities or obligations, which might adversely affect Seller or the Purchased Assets, either direct or indirect, matured or unmatured or absolute, contingent or otherwise, except those liabilities or obligations set forth on Schedule 2.4 hereof, if completed. For purposes of this Agreement, the term "liabilities" shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, choate or inchoate, liquidated or unliquidated, secured or unsecured.

2.5 Taxes. All federal, state, local or foreign taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions, (including, without limitation, all income tax, unemployment compensation, social security, payroll, sales and use, excise, property, ad valorem, franchise, and any other tax or similar governmental charge or imposition) (the "Taxes") heretofore or hereafter claimed to be due by any taxing authority from Seller which could result in a lien against the Purchased Assets, have been properly paid. Seller has not

received any notice of assessment or proposed assessment in connection with any Tax Returns and there are not pending tax examinations of or tax claims asserted against Seller or any of its assets or properties. Except as set forth on Schedule 2.5, if completed, there are no tax liens (other than any lien for current taxes not yet due and payable) on any of the assets or properties of Seller. Company has made all deposits required by law to be made with respect to employees' withholding and other employment taxes, including without limitation the portion of such deposits relating to taxes imposed upon Company.

2.6 Existing Condition. Except as set forth in Schedule 2.6, if completed, since _____, 2007 Company has not made or suffered any amendment or termination of any material agreement, contract, commitment, lease or plan to which it is a party or by which it is bound, whether or not in the ordinary course of business, not disclosed to Purchaser which would have a material adverse affect on Seller or the Purchased Assets.

2.7 Title to Properties. Company has good, valid and marketable title to all of the Purchased Assets free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and other encumbrances and defects of title of any nature whatsoever.

2.8 Compliance with Law; Authorizations. Seller is not in violation of any material law, ordinance, or governmental or regulatory rule or regulation, whether federal, state, local or foreign, to which Seller or Seller's operations, assets or properties are subject ("Regulations"). Seller owns, holds, possesses or lawfully uses all franchises, licenses, permits, easements, rights, applications, filings, registrations and other authorizations ("Authorizations") which are necessary for it to conduct business as now conducted or for the ownership and use of the assets owned or used by Seller in the conduct of its business, free and clear of all liens, charges, restrictions and encumbrances and in substantial compliance with all Regulations. All such Authorizations are listed and described in Schedule 2.8.

2.9 Litigation. No litigation, including any arbitration, investigation or other proceeding of or before any court, arbitrator or governmental or regulatory official, body or authority is pending or threatened against Seller or which relates to the assets of Seller or the transactions contemplated by this Agreement, nor does Seller know of any reasonably likely basis for any such litigation, arbitration, investigation or proceeding, the result of which could adversely affect Seller, the Purchased Assets, or the transactions contemplated hereby. Seller is not a party to or subject to the provisions of any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority which may adversely affect Seller, the Purchased Assets, or the transactions contemplated hereby.

2.10 Suppliers and Vendors. Seller has disclosed in writing and will continue to disclose upon reasonable request by Purchaser, a list of suppliers and vendors of Seller that supplied goods or services necessary to the business. Seller has no information that might reasonably indicate that any supplier of Seller intends to cease or decrease selling to or dealing with Seller.

2.11 Copies of Agreements, etc. True, correct and complete copies of all agreements and contracts purchased by Purchaser have been delivered to Purchaser prior to the Closing Date.

2.12 Transition Cooperation. Cullen shall participate with Purchaser in joint meetings between Seller and Purchaser to develop appropriate transition plans and to assist as requested with the effectuation of such plans.

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser hereby represents and warrants to Seller as follows, as of the Closing Date but not with respect to claims arising from events which occur for the first time after the Closing Date:

3.1 Existence. Purchaser is a limited liability company duly organized, validly existing and in full force and effect under the laws of the jurisdiction of its organization.

3.2 Agreement Does Not Violate Other Instruments. The execution and delivery of this Agreement by Purchaser does not, and the consummation of the transactions contemplated hereby will not, violate any provision of, or result in acceleration of any obligation under, any mortgage, note, loan, lien, lease agreement, instrument,

order, judgment or decree to which Purchaser is a party or by or under which Purchaser is bound or Purchaser's assets materially affected.

3.3 Company Power; Authorization; Enforceable Obligations. Purchaser has the company power, authority and legal right to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary company and member action.

4. CLOSING.

The Closing shall be held at _____, located at _____, on January 31, 2008, or at such other place or on such other date as the parties hereto may mutually agree ("Closing Date"). Notwithstanding the actual time the deliveries set forth in this Agreement are made on the Closing Date, the parties hereto agree that the Closing shall be effective and deemed for all purposes to have occurred as of 11:59 p.m. local time on the Effective Date.

5. TRANSACTIONS AT THE CLOSING.

5.1 Deliveries by Seller. Seller shall deliver to Purchaser the following agreements, documents, certificates and instruments, in form and substance reasonably satisfactory to Purchaser and its counsel, necessary and effective to transfer and assign to, vest in, Purchaser all of Seller's right, title and interest in and to the Purchased Assets, including, but not limited to, the following:

(a) A bill of sale and assignment for all of the Purchased Assets, in the form of Schedule 5.1(a) ("Bill of Sale"), executed by Seller, as well as any and all necessary consents as required by Section 2.3 to effectuate the contemplated transactions;

(b) Possession of the Purchased Assets, and certificates of title for Purchased Assets where applicable; and

(c) Such other documents, certificates and instruments reasonably requested by Purchaser.

5.2 Filings of Seller. Concurrently with the Closing, or ten (10) business days thereafter, Seller shall promptly change the name of Company through institution of all required corporate actions or resolutions and appropriate filing(s) with the Ohio Secretary of State.

5.3 Other Actions. The Seller and Purchaser shall take all steps reasonably required at the Closing to consummate the transactions contemplated by this Agreement.

6. FURTHER ASSURANCES.

From and after the Closing, Seller agrees, without further consideration, to execute and deliver promptly to Purchaser such further assignments, endorsements and other documents, and to take all such further actions as Purchaser may from time to time reasonably request, with respect to the assignment, transfer and delivery to Purchaser of the Purchased Assets, the fulfillment of any condition precedent to the obligations of Seller waived by Purchaser in order to close the transactions contemplated herein, and the consummation in full of the transactions provided for herein.

7. SURVIVAL OF REPRESENTATIONS.

All statements contained in any document, certificate or other instrument delivered by or on behalf of Seller or Purchaser, as the case may be, pursuant hereto or in connection with the transactions contemplated hereby, shall be deemed representations and warranties hereunder by the Seller or Purchaser, as the case may be. All representations, warranties and agreements made by Purchaser or Seller shall survive the execution and Closing of this Agreement.

8. INDEMNIFICATION.

8.1 Indemnification Given By Seller. Seller and their respective heirs, successors and assigns, shall jointly and severally defend, indemnify and hold harmless Purchaser, its directors, officers, members, employees, managers, representatives, agents, and their respective heirs, successors and assigns from and against any and all costs, losses, claims, liabilities, actions, suits, proceeding, fines, expenses, penalties, and damages (including reasonable legal fees and court costs) (collectively, "Losses") arising or alleged to arise from, in connection with or resulting from:

(a) All debts, liabilities and obligations of Seller, whether accrued, absolute, contingent, known or unknown, or otherwise, including without limitation the Retained Liabilities;

(b) Any misrepresentation or breach of any representation or warranty by Seller under this Agreement or any agreement, document, instrument, schedule, exhibit or certificate hereunder;

(c) Any breach or default of any covenant, obligation or agreement by Seller under this Agreement or any agreement, document, schedule, exhibit or certificate hereunder;

(d) Any violation of applicable provisions of statutory law or regulation;

(e) The ownership of the Purchased Assets prior to the Closing and the operation by Seller of the Business at any time prior to the Closing; or

(f) All Retained Liabilities, whether accrued, absolute, contingent, known or unknown.

8.2 Indemnification Given by Purchaser. Purchaser, its successors and assigns, shall defend, indemnify and hold harmless Company and its directors, officers, Members, lenders, agents, successors and assigns from and against any and all Losses arising or alleged to arise from, in connection with or resulting from:

(a) Any misrepresentation or breach by Purchaser of any representation or warranty under this Agreement or any agreement, document, instrument, schedule, exhibit or certificate hereunder; and

(b) Any breach or default by Purchaser of any covenant, obligation or agreement under this Agreement or any agreement, document, instrument, schedule, exhibit or certificate hereunder.

8.3 Notice. In the event of an obligation on the part of a party pursuant to the above provisions or in the event that a suit, action, investigation, claim or proceeding is begun, made or instituted as a result of which a party ("Indemnitor") may become obligated to indemnify the other ("Indemnitee") hereunder, the Indemnitee shall give prompt written notice to the Indemnitor or their representative of the occurrence of such event, describing in reasonable detail the nature of the claim or the Indemnitee's best estimate thereof. The Indemnitor agrees to defend, contest or otherwise protect the Indemnitee against any such suit, action, investigation, claim or proceeding at its or his own cost and expense. The Indemnitee shall have the right, but not the obligation, to participate at its own expense in the defense thereof by counsel of its own choice. In the event that the Indemnitor shall fail timely to defend, contest or otherwise protect against any suit, action, investigation, claim or proceeding, the Indemnitee shall have the right to defend, contest or otherwise protect against the same, and upon thirty (30) days' written notice to the Indemnitor or their designated representative and upon the further failure of the Indemnitor to assume in writing the defense thereof within said thirty (30) day period, make any compromise or settlement thereof and recover the entire cost thereof from the Indemnitor as provided herein, including, without limitation, reasonable attorneys' fees, disbursements and all amounts paid as a result of such suit, action, investigation, claim, proceeding, compromise or settlement thereof.

9. EXPENSES.

All expenses incurred by the parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the Closing of the transaction contemplated hereby, including, without limitation of the generality of the foregoing, all fees and expenses of agents, representatives, printers, counsel and accountants employed by such party, shall be borne solely and entirely by the party which has incurred the same.

10. MISCELLANEOUS.

10.1 Notice. All notice, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand or mailed by certified mail, return receipt requested, postage prepaid, or by simultaneous fax transmission, as follows:

(i) If to Seller:

David M. Cullen
1303 Hemmingway Drive
Erie, PA 16505

or to such other address as Seller may designate in writing in accordance with this Section; and

(ii) If to Purchaser to:

MyTeam1, LLC
623 S. Clay Street
Troy, Ohio 45373
Attn: Chief Executive Officer
Fax: (937) 875-0385

Any party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other parties in the manner above provided for giving notice. If delivered personally, the date on which a notice, request, instruction or document is delivered shall be the date on which such delivery is made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date of delivery.

10.2 Headings. The Section headings in this Agreement are inserted solely as a matter of convenience for reference, and shall not in any way affect the meaning or interpretation of any of the provisions of the Agreement.

10.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.4 Prior Agreements. This Agreement supersedes all prior agreements, oral and written, among the parties hereto with respect to the subject matter hereunder.

10.5 Amendment; Waiver. This Agreement may not be amended except by an instrument in writing signed by the parties hereto. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument signed by the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

10.6 Severability. Should any provision of this Agreement, or the application thereof, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative applications thereof, other than the provision(s) which shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.

10.7 Assignment. This Agreement shall not be assignable by the Seller without the written consent of the Purchaser. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto and their permitted successors, assigns and transferees any rights or remedies under or by reason of this Agreement.

10.8 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors, assigns and transferees.

10.9 Time of Essence. Time is of the essence in this Agreement.

10.10 Governing Law. This Agreement and its validity, interpretation, performance, and enforcement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio.

11. NON-COMPETITION AND NON-INTERFERENCE.

11.1 (a) Acknowledgments by the Seller. Seller acknowledges that: (a) Purchaser's business is regional in scope and its products and services are marketed throughout the United States; (b) the Purchaser and its affiliates will compete with other businesses that are or could be located in such area; (c) the Purchaser has required that the Seller make the covenants set forth in this Section 11 as a condition to Purchaser's acquisition of assets and business of Seller; and (d) the provisions of this Section 11 are reasonable and necessary to protect the Purchaser's business.

(b) Purchaser's Business. It is expressly agreed by the parties that Purchaser is engaged in all aspects of the provision of mass telephone notification services.

11.2 Covenants of Seller and Members. In consideration of the acknowledgments by Seller, and in consideration of the amounts to be paid or provided to the Seller by the Purchaser, Seller covenants that they will not, directly or indirectly:

(a) during the term of this Agreement and for two (2) years after Cullen's consultant responsibilities are completed, carry on or engage in a business similar to Purchaser's business as defined in Section 11.1(b) above, which prohibition includes that it/he will not engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend the Seller's name or any similar name to, lend Seller's credit to or render services or advice to, any business whose products or activities compete in whole or in part with the products or activities of the Purchaser or its affiliates, which business products or activities are defined in Section 11.1(b) above, anywhere in the United States; provided, however, that Seller may purchase or otherwise acquire up to (but not more than) one percent of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934;

(b) whether for Sellers' own account or for the account of any other person, at any time during the term of this Agreement and for two (2) years after Cullen's consultant responsibilities are completed, solicit business of the same or similar type being carried on by the Purchaser or its affiliates, which business products or activities are defined in Section 11.1(b) above, from any person known by Seller to have been a customer of the Company at any time anywhere;

(c) whether for the Sellers' own account or the account of any other person (i) at any time during the term of this Agreement and for two (2) years after Cullen's consultant responsibilities are completed, solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any person who is or was an employee of the Company at any time or in any manner induce or attempt to induce any employee of the Purchaser to terminate his employment with the Purchaser; or (ii) at any time during the term of this Agreement and for two (2) years after Cullen's consultant responsibilities are completed, interfere with the Purchaser's relationship with any person, including any person who at any time has been an employee, contractor, or supplier of the Company anywhere.

The promises contained in Section 11 of this Agreement, including in particular, but not limited to, the geographic limitations set forth in Schedule 11.2, shall be deemed severable, and the invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of any one or more of the other provisions hereof. In the event any provision or clause is found to be in conflict with a mandatory provision of applicable law, the parties agree that the conflicting provision shall be modified to conform. The parties hereto covenant and agree that should

any provision of Section 11 of this Agreement, under any circumstances, foreseen or unforeseen, including without limitation, term periods and geographic areas, be deemed too broad for the intended purposes, such provisions shall, nevertheless, be valid and enforceable to the extent necessary for the protection of the Purchaser and such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law in such jurisdictions as it shall then appear. If any covenant in Section 11 of this Agreement is held to be unreasonable, arbitrary, or against public policy, such covenant will be considered to be divisible with respect to scope, time, and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable against the Seller.

11.3 Confidentiality. Except as required by law, during the term of this Agreement and thereafter, Seller shall not, without the prior consent of Purchaser, directly or indirectly use, disclose or disseminate to any other person, firm or organization, or otherwise employ any Confidential Information other than on behalf of Purchaser. The foregoing obligation shall not apply to any Confidential Information that shall have become generally known to competitors of Purchaser or to the public other than through an act or omission by Seller or that shall have been disclosed to Seller by a person or entity unaffiliated with Purchaser who has legitimate possession thereof in its entirety and possesses the unrestricted right to make such disclosure. Seller agree to indemnify, defend and hold harmless Purchaser from and against any damages (including attorneys' fees, court costs, investigative costs and amounts paid in settlement) suffered by Purchaser or any of its Affiliates arising out of the unauthorized disclosure of use of Confidential Information by Seller. "Confidential Information" shall mean any data or information and documentation, whether in tangible form, electronic form or verbally disclosed, that is valuable to Purchaser and not generally known to the public. To the fullest extent consistent with the foregoing and as otherwise lawful, Confidential Information shall include, without limitation, Purchaser's trade secrets, computer programs, sales techniques and reports, formulas, data processes, methods, articles of manufacture, machines, apparatus, designs, compositions of matter, products, ideas, improvements, inventions, discoveries, developmental or experimental work, corporate strategy, marketing techniques, pricing lists and data and other pricing information, business plans, ideas and opportunities, accounting and financial information including financial statements and projections, personnel records, specialized customer information, supplier information, special products and services Purchaser may offer or provide to its customers/guests from time to time, pending acquisitions, negotiations and transactions, or the terms of existing proposed business arrangements. Confidential information shall also include all customer lists, accounts and specifications, and contracts of Purchaser, and shall further include Purchaser's work in progress, plan or any other matter belonging to or relating to the technical or business activities of Purchaser. Should Seller be legally served with a lawfully issued subpoena expressly directing Seller to turn over Purchaser's Confidential Information, Seller shall immediately and certainly no later than two (2) business days after notice, advise Purchaser in writing of the subpoena and also provide a copy of the subpoena to Purchaser, at its lawful address as stated in this Agreement, thereby providing Purchaser with adequate time to lawfully object to the disclosure of its Confidential Information. Seller's failure to immediately advise Purchaser of the subpoena shall subject Seller to any and all remedies afforded to Purchaser, including, but not limited to damages resulting to Purchaser for breach of contract. Seller agrees that all such Confidential Information is, and shall remain, the sole and exclusive property of Purchaser and Seller further agrees that after the sale with Purchaser, it will not publish, disclose, communicate or otherwise disseminate to any Entity and/or person any Confidential Information. Seller acknowledges and agrees that such Confidential Information is of critical importance to Purchaser and its business, and any unauthorized dissemination of such information would cause great harm to Purchaser, thereby entitling Purchaser to any and all rights and remedies as provided by law and as specifically provided in Section 11.4 of this Agreement.

11.4 Irreparable Injury. Seller expressly acknowledges and the parties recognize that the restrictions contained herein are reasonable and necessary to protect the business and interests of Purchaser, and that any violation of these restrictions will cause substantial irreparable injury and damage to Purchaser, and the extent of such damage would be difficult if not impossible to calculate. Accordingly, the parties to this Agreement expressly agree that (i) if Seller breaches any provision of this Agreement, the damage to Purchaser may be substantial, although difficult to ascertain, and monetary damages may not afford an adequate remedy, and (ii) if Seller are in breach of any provision of this Agreement, or threaten a breach of this Agreement, Purchaser shall be entitled, in addition to all other rights and remedies as may be provided by law, to seek specific performance and injunctive and other equitable relief, including, but not limited to, restraining orders and preliminary and permanent injunctions, to enforce the provisions of this Agreement, particularly those provisions governing noncompetition and

nonsolicitation and confidentiality, contained in this Agreement, as well as to prevent or restrain a breach of any provisions of this Agreement. The parties expressly agree that Purchaser has these specific and express rights to injunctive relief without posting any bond that might be requested or required, and without the necessity of proving irreparable injury, and that Seller expressly agree not to claim in any such equitable proceedings that a remedy at law is available to Purchaser. The existence of any claim or cause of action by Seller, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Purchaser or any of its Affiliates of any provision hereof. The parties to this Agreement also expressly agree that Purchaser is entitled to recover any and all damages for any losses sustained, and rights of which it has been deprived, as well as any damages allowed by law.

If any proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Section 11, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that proceeding, in addition to any other relief to which it may be entitled. All of Purchaser's remedies for breach of this Section 11 shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies. Further, without limiting the rights of Purchaser and its affiliates under this Section 11 or any other remedies of the Purchaser and its affiliates, if the Seller breach any of the provisions of Section 11, the Purchaser and its affiliates will have the right to cease making any payments otherwise due to the Seller under this Agreement and/or the Promissory Note.

11.5 Reasonable Terms. Seller agrees that the geographic range, duration and scope of activities outlined in this Agreement are reasonable under the circumstances. Seller further agrees that such terms are no broader than necessary to protect Purchaser's business. Seller further agrees that the terms of this Agreement are not oppressive and will not impose an unreasonable burden or restraint on Seller.

11.6 Covenants of Section 11 are Essential and Independent Covenants. The covenants by the Seller in Section 11 are essential elements of this Agreement, and without the Sellers' agreement to comply with such covenants, the Purchaser would not have entered into this Agreement. The Seller and Purchaser represent and warrant that this is an arms-length transaction; they have all carefully read this Agreement; that each execute this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof, and any and all rights which each party may have with respect to each other; that each party has independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by the Purchaser, and that each party is entering into this Agreement of their own free will. The parties expressly agree that there are no exceptions contrary to the Agreement and no usage of trade or regular practice in the respective industries shall be used to modify the Agreement.

The Sellers' covenants in Section 11 are independent covenants and the existence of any claim by the Seller against the Purchaser under this Agreement or otherwise will not excuse the Sellers' breach of any covenant in Section 11.

12. Consulting Obligations of Cullen. Purchaser wishes to retain Cullen, and Cullen wishes to be so retained, as a consultant to Purchaser from the Closing Date until October 2, 2008 pursuant to the following:

- (a) Duties. Cullen shall be available to consult with Purchaser at Purchaser's request, which shall include, but not be limited to, Cullen performing the following:
 - (i) Ensure the transfer of all Acquired Assets, the Business and all other items contemplated by this Agreement, tangible and intangible, from Company to Purchaser, including, but not limited to, the transfer of **Customer Rights and 800 numbers from TRZ [Out of LOI, not sure meaning and TRZ not defined?]**,
 - (ii) Operating as an independent consultant/sales representative,
 - (iii) Assisting Purchaser with the notification of Company clients regarding the conversion of the Business,
 - (iv) Work diligently to renew and up sell Company clients transferred to Purchaser,
 - (v) Assist with a press release from Purchaser and Seller announcing the transaction contemplated by this Agreement and stating that Cullen shall remain active in the Purchaser's operations to ensure client continuity,
 - (vi) Ensure the compliance and enforcement of non-competition agreement between Seller and TRZ, and

- (vii) **Assist Purchaser with transferring Erie1BOCES award in hand for one NY area and Northwest Tri-County Intermediate Unit to assist in selling to more schools there. [Out of LOI, not sure exact meaning?]**

Cullen shall have no obligation to work any particular hours or provide consulting services other than those specified in this Section. Notwithstanding anything in this Section to the contrary, Cullen agrees to ensure that he will devote _____ (____) hours each week to consulting activities in furtherance of the business of Purchaser.

(b) **Compensation.** Cullen shall be compensated pursuant to Schedule 1.4(a) hereof and shall be reimbursed for office and travel expenses, accrued after the Closing Date, related to these consulting services.

(c) **Independent Consultant.** Cullen shall act as an independent contractor in the performance of his duties under this Agreement, and not an agent or employee. Purchaser shall neither have nor exercise any control over the methods by which Cullen delivers or performs his responsibilities. The sole interest of Purchaser is to assure that the services shall be performed in a competent, efficient and satisfactory manner and that all aspects of the transition from Company to Purchaser of the Business take place smoothly, completely and expeditiously.

(d) **Federal, State, and Local Taxes.** Purchaser will not withhold or pay any Federal, State of Ohio, or local income taxes, or any other payroll/employment tax ("Taxes") of any kind on behalf of Cullen for payment related to the consultant responsibilities contained in Section 12. Cullen is responsible to pay all Taxes in accordance with Federal, state and local law.

The parties have caused this Agreement to be executed effective as of the date first above written.

"Purchaser"

MYTEAM1, LLC
an Ohio limited liability company

By: _____
Leib Lurie
Chief Executive Officer

"Seller"/"Company"

PARENTBROADCAST, INC.
an Ohio corporation

By: _____
David M. Cullen
President

"Seller"/"Cullen," individually

DAVID M. CULLEN

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SCHEDULE 1.4(a)**APPENDIX C: PRICING TERMS**

OCN shall pay to David M. Cullen the following (*):

Pay for any business, renew / pipeline – as cash is received (**)	75%
Pay 'holding paper' for guaranteed earn-out- Year 2	30%
Estimated total earn-out %	105%
Estimated total earn-out \$ year 1	\$225,000.00
Estimated total earn-out \$ Year 2	\$ 90,000.00
Estimated Grand Total earn-out for [David M. Cullen]	315,000.00
DRAW against 1st year payout, per month, starting March 15, 2008	\$ 7,500.00
Total Draw – March 15, 2008 – July 15, 2008	\$37,500.00
PLUS REFERRAL BONUS	25%
PLUS UPSELL BONUS	100%

(*) Payments and Earn-outs are all based on cash received from actual new and renewal orders secured between closing and October 2, 2008, with cash received prior to December 31, 2008.

(**) From customers on the attached list

Draw is a monthly minimum guaranteed pre-payment deducted from first year payments.

REFERRALS Where Seller has lead, but cannot pursue sale, we will pay 25% on 2008 sales secured by OCN for referrals accepted (i.e. not already in OCN hand) and closed by 10/2/2008.

Upsell bonus... if David M. Cullen renews or sells new accounts at higher than published list price (and provides added services by David M. Cullen between now and 10/2/2008 or offers other justification for fairness, OCN will pass through 100% of up-sell cash received in first year (but not add to base for 2009 pay-out)).

Earn-out for year 2 will be paid at 10% per month starting November 30, 2008 -- to provide ongoing cash flow from the 'paper' rather than waiting '18 months' after 'deal date.'

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT – Schedule 5.1(a)

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is dated as of the ____ day of _____, 2008 by and between **MYTEAM1, LLC**, an Ohio limited liability company ("Purchaser") and **PARENTBROADCAST, INC.**, an Ohio corporation ("Company"). All terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Asset Purchase & Consulting Agreement between Purchaser and Company dated as of the ____ day of _____, 2008 (the "Agreement").

1. The Company, for the consideration provided in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, does hereby irrevocably sell, assign, convey, transfer, deliver and set over to Purchaser, its successors and assigns, all of its respective right, title and interest in, to and under all of the Purchased Assets wherever located.

2. Purchaser, as further consideration for the agreements and covenants to be performed by Company hereunder and pursuant to the Agreement, including, without limitation, the sale and conveyance recited in paragraph 1 above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, hereby agrees to assume, and does hereby assume, agree and in due course pay and fully satisfy, all Assumed Liabilities from and after the Closing Date. Company shall retain, and shall be responsible for paying, performing and discharging when due, and Purchaser shall not assume or have any responsibility for, the liabilities that are not assumed by Purchaser as specifically set forth in Section 1.3 of the Agreement.

3. The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

4. The terms and conditions of, and the rights, remedies and obligations of each party under the Agreement shall not be, nor deemed to be, enlarged, reduced, modified or altered in any way by this Bill of Sale.

5. This document may be executed in any number of counterparts, all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Bill of Sale, as of the date first above written.

"Purchaser"

MYTEAM1, LLC

By: _____

Leib Lurie, CEO

"Company"

PARENTBROADCAST, INC.

By: _____

David M. Cullen, President